

As Pacific's affiant Deere states, the SS7 signaling network is used for signaling between CLEC switches, between CLEC and Pacific switches and between CLEC switches and the networks of other parties connected to the Pacific SS7 network.⁶ Mr. Deere also discusses the many types of testing Pacific performs with interexchange carriers as part of its access services tariff.⁷ For example, he denotes that Pacific installs and maintains test lines, performs tests of transmission loss, C-notched noise, C-message noise, 3-tone slope, direct current continuity and operational signaling, and points out that additional testing is available.⁸

Under the checklist requirement for access to signaling, Pacific is required to provide nondiscriminatory access to databases and associated signaling necessary for call routing and completion.⁹ By not promptly testing certain signaling messages, Pacific effectively prevented MediaOne from access to signaling necessary to pass custom calling services between the two networks for months.

In order to provide customer calling features to its customers, MediaOne must be able to pass and receive Transaction Capabilities Application Part (TCAP) messages with other providers. As explained in Pacific's Common Channel Signaling Network Interface Specification document, (PUB L-780023-PB/NB, p. 12) "for internetwork call control, TCAP messages are not expected to be exchanged between Pacific Bell and the ICN [Interconnecting Network]. However, for other internetwork services such as ABS, TCAP and SCCP messages will be exchanged between the originating network and the destination network, and thus will be required to cross the interface."

When MediaOne requested TCAP testing with Pacific necessary to exchange TCAP messages over MediaOne's and Pacific's SS7 networks, Pacific refused to cooperate, stating that MediaOne needed to work with its ICN.¹⁰ After several weeks of working with the ICN, MediaOne determined that Pacific's network was not responding to TCAP messages.

⁶ Deere at 41.

⁷ Id. at 68.

⁸ Id.

⁹ 47 USC §271 (c)(2)(B)(x).

After several more weeks of stops, starts, hand-offs, running around and escalations by MediaOne both within Pacific and to the Commission staff, Pacific reluctantly began testing in each end office affected. Unfortunately, there was not a single solution that resolved the TCAP message problem for all offices and additional testing was necessary.

It took two months of relentless pursuit by MediaOne to get Pacific's attention on this matter which was costly for MediaOne from a resource allocation and a business delay perspective. In fact, MediaOne had to begin offering its services to the public without the ability to pass TCAP messages back and forth with all of the affected Pacific central offices.

While ultimately successful in passing TCAP messages with Pacific, MediaOne is concerned as it rolls out services in other serving areas that it will be faced with similar delays. Pacific must affirmatively test in a timely manner the passage of TCAP messages when requested by CLECs in order to meet the nondiscriminatory requirements of network interconnection as set forth at section 251(c)(2).

C. Pacific Must Provide CLECs With A Smoother Way to Port Numbers Pending the Full Implementation of Long Term Number Portability.

In their responses to Appendix B, CLECs identified problems with the porting of telephone numbers from Pacific.¹¹ Pacific acknowledges that the process of porting numbers, commonly referred to as "DNCF cutovers" is complex. Mr. Hopfinger advises that DNCF transfers require "a high degree of coordination and cooperation between Pacific Bell and the CLEC in order to ensure that the transfer is accomplished with minimum disruption of the end-user's service."¹² He then describes the complex process in place for the transfer of a customer's number.

MediaOne has ordered DNCF for numbers to customers that will be served over MediaOne's broadband network. This type of an arrangement does not require the

¹⁰ See attached Declaration of Robert Bottorff, attached hereto as "Attachment 1" and incorporated herein by reference.

¹¹ See e.g., Response of Teleport Communications Group to Joint Managing Commissioner's and Assigned Administrative Law Judge's Ruling, Exhibit C, pp. 7-8; Response of ICG Telecom. Group, Inc. to Questions in Appendix B of Joint Managing Commissioner's and ALJ's Ruling, pp. 12-13; Response of MCI Telecommunications Corp. and MCI Metro Access Transmission Services, Inc., pp. 62-65.

¹² Hopfinger, p. 32.

ordering of an unbundled loop from Pacific because "loops" are part of the MediaOne network. Such conversions "without loop", Mr. Hopfinger instructs, still must be "precisely coordinated - both internally within Pacific Bell and between Pacific Bell and the CLEC."¹³ He then points out the myriad of items that can go wrong and ultimately result in a customer experiencing a disruption in service.

Because MediaOne will not be cutting over many numbers on an order, Pacific does not provide the more coordinated process it uses on larger volumes. The "To Be Called Cut" process is only available on orders over 100 numbers.¹⁴ On fewer numbers, a frame due time ("FDT") process is used but problems with migrations have occurred due to the nature of the process. FDT is simply the name for a DNCF cutover scheduled time for a switch translation. Such translations are dependent on all other activities going on at the switch so a customer requested time is only a "requested" time and it is not a guaranteed time. It is dependent on other Pacific criteria and can therefore be delayed, sometimes by several hours, interrupting the customer's service. Additionally, should a change in the FDT be requested by the customer, it is very difficult to "reach in" the process and set a different FDT, which once changed is still dependent on all other translations and priorities in queue at the switch.

Mr. Hopfinger purports that Pacific has made efforts to improve its DNCF cutover success rate to minimize disruption to the end-user's service.¹⁵ Pacific's Brief in support of its application is predictably more positive and claims that its processes designed to eliminate the situation in which end users' service has been disconnected by Pacific before the number could be ported now works with few disruptions to end users.¹⁶ The brief also alleges that Pacific has "contacted CLECs daily to ensure that a planned cut is accomplished smoothly."¹⁷

¹³ Id., at 34.

¹⁴ Id.

¹⁵ Id., at 35.

¹⁶ Brief at 53.

¹⁷ Id.

These alleged improvements and thorough follow-up by Pacific have not been MediaOne's experience. Although MediaOne has only ported a few numbers using Pacific's DNCF service in its first month, every order has needed to be monitored closely by MediaOne and escalations at the Local Serving Center (LSC) were required every time. The most recent experience involved Pacific erroneously porting one MediaOne end user customer's number to another MediaOne end user. The latter customer had already experienced problems in the prior week caused by Pacific during activation of service. The effect on customer's service is varied and can range from the loss of the ability to make calls, receive calls or even have dial tone. Both customers' initial impression of MediaOne have been tainted. Additionally, both of these customers live in the same neighborhood and could express a negative opinion of MediaOne in their community, damaging MediaOne's ability to make future sales in the area. Such errors cause customer dissatisfaction with MediaOne and a tremendous amount of resources — by both Pacific and MediaOne — to identify and correct.

Without careful coordination, customers do, and will, lose service. This tarnishes the competitor's relationship with the customer and may result in losing the account.¹⁸ Pacific needs to demonstrate that its processing of DNCF orders is being completed according to the processes it is telling CLECs to use, in a timely, seamless fashion without inconvenience to customers.

D. Pacific's Operation Support Systems are Cumbersome and Costly to Use.

As a very recent entrant with limited direct experience with Pacific's OSS, MediaOne's comments here will be concentrated in two areas: communication, whether formal training or notices, and ease of use from a cost and resource perspective.

¹⁸ See also detailed discussion by MCI in its Response to the Ruling in this proceeding at 61-65 regarding DNCF cutover problems which MediaOne has also experienced.

In its filing, Pacific delineates the communication tools it uses. Pacific states that it uses a CLEC Handbook to explain "technical standards" and "business rules" it provides to CLECs.¹⁹ It notes that CLECs are notified of changes in the Handbook.²⁰

The means by which CLECs are notified of changes to the Handbook is also cumbersome. CLECs are provided with electronic copies of software called Local Interconnection or "LI" Office. Updated copies of LI Office randomly arrive and must be downloaded by each individual at each CLEC who needs to interface with Pacific. Each session to download for each person takes an average of 45 minutes. Multiplied by each individual in the company that interfaces with Pacific and it is clear the resource time is quite high. On-line Internet access, via a read-only web site, would be a simple enhancement and should be offered as an option to CLECs.

Pacific also notes in its pleading that it offers "formal classroom training sessions" on "interface operation."²¹ In fact, CLECs must complete the training before permitted to use any of Pacific's systems. MediaOne's experience is that its managers take the requisite classes and then, when they try to use the system as trained, they find that Pacific has made software changes without prior notice of the changes.

New entrants require, and unfortunately Pacific has failed to provide, assistance with order entry requirements. In fact, MediaOne has no real time access to help from Pacific on how to complete orders. The CESAR system is the interface used by MediaOne to enter local interconnection trunks and DNCF orders. The CESAR Help Desk line is answered by Pacific but, although those answering the Help Desk line can explain individual field level information, they are unable to explain which fields need to be filled to complete the order.

When referred to the LSC, the LSC cannot help MediaOne complete the orders either. They do not have access to the CESAR system so they cannot see the screen the MediaOne order entry person is viewing at the same time. When asked what to do MediaOne

¹⁹ See Pacific's Draft Application for InterLATA Authority, Section II State of Local Competition, p. 18.

²⁰ Id.

personnel have been told to refer to the CLEC Handbook or call MediaOne's Account Manager. The Account Managers are not all familiar with CESAR and do not have on line access to it. The Account Manager's response to questions posed by MediaOne has ranged from call the LSC to take a training class.²² These responses are not helpful when time is of the essence and a customer's service is about to be disconnected.

MediaOne's order entry personnel have also been referred to the course trainers who are often, as would be expected, away from their office giving training classes. With no assistance from Pacific, MediaOne has had to resort to the one way to find out how to enter orders that worked: it called another CLEC with more experience. The other CLEC walked MediaOne through the entry of the orders and they were successfully entered in Pacific's system.

One competitor should not have to rely on another to enter a customer's order into Pacific's systems. Pacific must make assisting CLECs a priority or their orders will continue to be dropped or rejected affecting customer service and satisfaction.

The lack of notice of changes, the volume of training required, the follow up to find out what has changed, the lack of standards for interfaces nationally or even regionally²³ causes new entrants a tremendous amount of time and resources.

MediaOne is hopeful that the workshops and the Commission's focused attention will result in definable and meaning performance measurements for all local competition entry strategies. These performance measurements should not only measure the processing of Total Service Resale orders placed over an EDI interface but also, for example, customer's E-9-1-1 information sent to Pacific via a fax machine. In addition, change management measures need to be adopted so that as a carrier expands in the market, it can easily move towards an enhanced form of OSS access. Until these measures are adopted, MediaOne's entry into the local market is constrained.

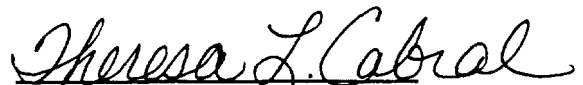
²¹ Id., at 67.

²² The training class attended by MediaOne's order processing supervisor last fall was focused primarily on processing resale orders and not all order types were reviewed. Since the time of the training, four new fields have been added to CESAR with no notice or explanation from Pacific.

III. CONCLUSION

MediaOne is delivering on the promise of competitive choice to California's residents right now. It is offering local exchange, broadband cable information and cable television services over its broadband network. It is therefore a very self-sufficient competitor. It must still rely on Pacific for interconnection, ported numbers, E-911 and listings. Pacific has a huge competitive advantage over MediaOne in Los Angeles from the standpoint of numbers. MediaOne seeks to improve its ability to quickly obtain numbers, interconnection (including testing) ported numbers and access to systems for order and listings entry. Without these items, MediaOne's expansion will be delayed or constrained thereby continuing the status quo of minimal competition in the facilities-based local exchange market for California's residents. Until these improvements are made, Pacific's draft application should be denied.

Respectfully submitted this 30th day of April, 1998.



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²³ General Telephone of California has different interfaces and systems in many instances.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking)	
on the Commission's Own Motion)	R.95-04-043
into Competition for Local Exchange)	
Service.)	
_____)	
Order Instituting Investigation)	
on the Commission's Own Motion)	
into Competition for Local Exchange)	I.95-04-044
Service.)	
_____)	

DECLARATION OF ROBERT BOTTORFF IN SUPPORT OF MEDIAONE'S
COMMENTS ON PACIFIC BELL'S NOTICE OF INTENT TO FILE A 271 APPLICATION

I, ROBERT BOTTORFF, BEING DULY SWORN, DECLARE AS FOLLOWS:

A. DECLARANT'S RESPONSIBILITIES

My name is Robert Bottorff. My business address is 550 North Continental Blvd., Suite 250, El Segundo, California 90245. I am the Switching Manager for MediaOne Telecommunications of California, Inc. I am responsible for the planning, design and implementation of MediaOne's end office switches. I oversee the input of all switch translations and address all switch troubles that may occur in the network.

B. BACKGROUND

I have 23 years experience in the field of telecommunications operations. I started with South Central Bell in Nashville, Tennessee in 1975. I was promoted to management in 1977. I held a variety of Network organization jobs until 1988. I then was assigned to Central Office Operations. I was the lead supervisor at one of the first SS7 Signal Transfer Point ("STP") paired sites in 1990. This project entailed turning up the LATA for SS7 services. The first services established were Line Information Data Base ("LIDB") and trunk call setups (ISUP). The next functionalities established, turned

up, and tested were TCAP/CLASS customer features. I had management responsibility for the STP site until I came to California with MediaOne in 1996.

C. PURPOSE OF DECLARATION

The purpose of my declaration is to describe the experiences MediaOne has had and continues to have with Pacific concerning the testing and exchange of TCAP messages.

D. TCAP TESTING WITH PACIFIC WAS TIME CONSUMING, WASTED MEDIAONE RESOURCES AND DELAYED OUR DELIVERY OF SERVICES TO OUR CUSTOMERS

In late January 1998, we were ready to begin our TCAP testing with Pacific. I had made several contacts in Pacific's SS7 organization previously to get the procedures down for this testing. When I made my contacts again, I was told there had been recent changes in those procedures. I was told Pacific required that Access Service Requests ("ASRs") be issued by our SS7 provider to Pacific, on our behalf, requesting this functionality. This caused a dispute between our SS7 provider, Illuminet, and Pacific. Illuminet essentially indicated to us that this was a new requirement and was not necessary because MediaOne already had established SS7 functionality with Pacific. Illuminet's view was that TCAP functionality was already supposed to have been deployed when we began trunking with Pacific. This dispute took weeks to resolve. At our insistence to move this issue forward, Illuminet agreed to issue the ASRs. The due dates were on average twenty days, which I consider to be exceptionally long. I made contact with Pacific SS7 personnel again. They told me they had completed the work and I should begin testing.

I did some testing which failed. I went back to Pacific and they said their piece of the network was good, but there must be problems in Pacific's end offices. They put me in contact with the Pacific personnel handling their SS7 software in San Diego.

We held numerous discussions with this group but they were not very receptive. They attempted to correct our problems on a one at a time basis. This came to a stop when they understood the scope of the problems we were finding. Essentially it came down to them not working with us unless we opened up a ticket through their Local Service Center ("LSC").

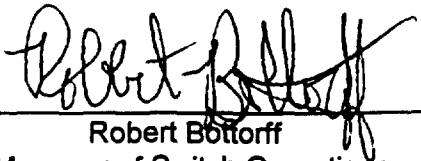
I did that, and the people at the LSC were completely unfamiliar with this type of network problem. I ended up back with the same group in San Diego who indicated they really could not do much for me. I requested help from our regulatory manager who asked for assistance from the Commission staff, which we received.

Pacific was much more responsive when higher management was involved. They resolved to work with us to correct our TCAP/CLASS problems. There really are four pieces of the network where TCAP problems can arise. The first is our end office, the second is our SS7 provider's network, the third is Pacific's SS7 network, and the fourth and last piece is the Pacific end offices. It took weeks of testing by both parties to get the problems resolved. Problems were found in all four of the areas listed above. Pacific management indicated on more than one occasion how helpful to them this testing was in cleaning up problems within their own network. Once the testing started, the technicians took over, and the problems were worked to completion in mid-April, 1998.

D. CONCLUSION

Although we were eventually able to complete successful TCAP testing with Pacific, we went through a great deal of time and resources to accomplish what turned out to be as beneficial to Pacific as it was to MediaOne. Pacific's reluctance to do the testing required, to effectively interconnect our SS7 networks, resulted in delays in introducing CLASS services to our first telephone service customers.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on April 29, 1998.



Robert Bottorff
Manager of Switch Operations
MediaOne Telecommunications of
California, Inc.

ATTACHMENT B

LONG ALDRIDGE
& NORMAN^{LLP}
ATTORNEYS AT LAW

404-527-4133

May 22, 1998

RECEIVED

MAY 22 1998

EXECUTIVE SECRETARY
G.P.S.C.

Helen O'Leary
Executive Secretary
Georgia Public Service Commission
47 Trinity Avenue
Atlanta, Georgia 30334

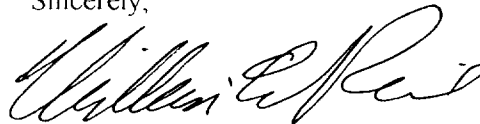
RE: BellSouth Telecommunications, Inc. Statement of Generally Available Terms and
Conditions under Section 252(f) of the Telecommunications Act of 1996; Docket
No. 7253-U

Dear Ms. O'Leary:

Enclosed for filing please find an original and twenty five copies of the Comments
of MediaOne, Inc. in the above matter.

A copy of the Comments is also enclosed in Word format on a 3½" diskette, along
with a completed "Electronic Filing Transmittal Sheet," in compliance with the Commission's
Procedural and Scheduling Order in the above.

Sincerely,



William E. Rice

/mmh
Enclosure

**BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION**

**BELLSOUTH TELECOMMUNICATIONS,)
INC. STATEMENT OF GENERALLY)
AVAILABLE TERMS AND CONDITIONS)
UNDER SECTION 252(F) OF THE)
TELECOMMUNICATIONS ACT OF 1996)**

DOCKET NO. 92-3-80

RECEIVED

MAY 22 1998

**EXECUTIVE SECRETARY
G.P.S.C.**

COMMENTS OF MEDIAONE BUSINESS SERVICES, INC.

MediaOne Business Services, Inc. ("MediaOne") respectfully submits its comments in accordance with the Amendatory Procedural and Scheduling Order for Comments (the "Order") of the Georgia Public Service Commission (the "Commission"), signed by the Chairman and Executive Secretary on May 5, 1998, directing parties in the above to file comments regarding BellSouth's Revised Statement of Generally Available Terms and Conditions ("SGAT") on or before May 22, 1998. For the reasons stated below, MediaOne respectfully requests the Commission reject BellSouth's SGAT as not complying with Sections 251 and 252(d) of the federal Telecommunications Act of 1996.

MediaOne is a facilities-based competitive local exchange carrier ("CLEC") serving residential and business customers in the Atlanta Metropolitan area. Via affiliated entities, MediaOne operates a cable television system in Georgia, serving over 550,000 customers. MediaOne is engaged in the industry's most rapid and extensive deployment of broadband networks in order to deliver telephony, high speed data and additional video services, providing more programming, superior quality and unparalleled reliability to its customers.¹ MediaOne is

¹ An industry leader in fiber optic deployment, MediaOne has installed several thousand miles of fiber optic plant in its distribution systems. MediaOne's networks rely on high-capacity fiber optic backbones that connect master "headends" (where signals are received or originate) to nodes of typically 1,000 or fewer homes. When coupled with coaxial cable for the remaining distance to the home, the fiber optic plant forms an advanced broadband network architecture.

spending hundreds of millions of dollars to upgrade its Atlanta area cable television network to enable it to provide these services in addition to upgraded video service. MediaOne provides telecommunication service to end users in Georgia exclusively using its own facilities and using its own facilities in combination with unbundled network elements purchased from BellSouth. MediaOne currently does not serve customers by resale of BellSouth services.

Although MediaOne's dependence on BellSouth may be more limited than other competitive local exchange carriers ("CLECs") due to its broadband network design, it still must interact with BellSouth on every single local exchange service it provides within BellSouth's service territory. MediaOne is necessarily dependent on BellSouth for interconnection, unbundled network elements and number of portability. MediaOne has suffered quality of service problems in obtaining these services from BellSouth which have hindered its ability to efficiently serve customers in Georgia. When ordering, provisioning and the transition of customers from BellSouth to MediaOne are not prompt, efficient or transparent to the customer, it is MediaOne that is harmed. This is especially true when a new entrant, such as MediaOne, is in its infancy -- this is when customer perceptions are set and company reputations are made. Errors and delays on BellSouth's part when customers are migrating their local service to MediaOne result in damage, perhaps permanent, to MediaOne's reputation with affected customers. Equally important, new competitive carriers such as MediaOne need prompt and efficient OSS processes to gain necessary scale of operations and market penetration. Accordingly, the above identified problems amount to a barrier to exit for BellSouth's end users and a barrier to entry for MediaOne into the local exchange market.

Unfortunately, as recently as the last couple of months, as MediaOne has begun to offer local exchange services, it has found BellSouth's systems and processes to be cumbersome, error

prone and overly complex requiring the use of extensive resources. BellSouth's personnel assigned to work with CLECs on systems related issues are often either overworked, poorly trained or unavailable. Necessary notices concerning important updates to systems or training information are late, incomplete or nonexistent. Calls are not promptly returned. The dedication of resources to monitor these implementation and provisioning issues is especially difficult for small entrants like MediaOne that do not have large staffs to handle problems and who must spend endless hours following up with BellSouth rather than on selling and servicing its own customers.

Pursuant to the Order, MediaOne has arranged its comments to separately address each of the items on the staff matrix previously used in this Docket. Each item in the matrix begins a new page and comments per item have been limited to three pages. MediaOne has further indicated by staff matrix item those items for which MediaOne has no comment. In addition, pursuant to the Order, MediaOne has included an "Appendix A: New Allegations or Statement of Fact" which includes information not contained in the records of the Dockets specified in the Order and is filed in Affidavit format.

251 (b)(1) **Resale.**---The duty not to prohibit, and not to impose unreasonable or discriminatory **conditions or limitations on, the resale** of its telecommunications services.

MediaOne has no comment on this item.

251 (b)(2) **Number Portability.**--The duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission.

As a facilities-based CLEC, MediaOne is dependent on BellSouth for number portability. MediaOne's experience matches that of other CLECs nationally -- customers are reluctant to switch providers of local phone service if they cannot retain their phone number. Because permanent number portability is not yet available in Georgia, MediaOne relies on BellSouth to provide remote call forwarding (RCF) as an interim solution for number portability.

MediaOne has suffered quality of service problems with BellSouth's provision of RCF that impact its ability to serve customers in Georgia. As recently as January 1998, MediaOne experienced service disruptions with regard to RCF functionality in the Buckhead area.² MediaOne has also experienced severe difficulties in obtaining RCF for its customers. Delays in BellSouth's providing RCF have at times limited MediaOne's ability to provision customers to 7 days or more.⁴ Part of the problem is directly related to the manual fax process BellSouth requires MediaOne to use to submit RCF orders. BellSouth represents that recent changes to BellSouth's OSS (EDI PC) may alleviate this problem⁵; however, such relief has not occurred as of this date.⁶ BellSouth's claim that it is operating at parity with BellSouth's retail units⁷ similarly appears unsupportable. The Commission should not adopt BellSouth's revised

² Appendix A, Armitage letter, January 13, 1998.

⁴ Appendix A, Armitage letter, May 1, 1998.

⁵ *Id.*

⁶ Appendix A, Armitage letter to BellSouth, May 1, 1998.

⁷ Appendix A, Schaefer letter, May 6, 1998.

SGAT until this service quality problem is resolved.

251 (b)(3) **Dialing Parity.**---The duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have **nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing**, with no unreasonable dialing delays

MediaOne has no comment on this item.

251 (b)(4) **Access to Rights-of-Way.**---The duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with section 224.

MediaOne has no comment on this item.

251 (b)(5) **Reciprocal Compensation.**---The duty to establish **reciprocal compensation arrangements** for the transport and termination of telecommunications.

MediaOne is currently involved in an ongoing dispute with BellSouth concerning reciprocal compensation for traffic to Internet Service Providers ("ISP"). BellSouth has denied that ISP calls terminated to ISP's connected to MediaOne systems constitute local traffic and thus far has refused to pay invoices from MediaOne for such reciprocal compensation.

MediaOne understands that reciprocal compensation on ISP traffic is currently an issue before the Commission in complaints filed by MFS in Docket No. 8196-U and MCI in Docket No. 6865-U. MediaOne understands that these cases were heard and briefed earlier this year and are currently awaiting decision; however, BellSouth's refusal to pay reciprocal compensation for ISP traffic constitutes a violation of 47 U.S.C. §251(b)(5) and the reciprocal compensation agreement established between MediaOne and BellSouth. The Commission should reject the revised SGAT because of BellSouth's failure to meet its obligations with regard to reciprocal compensation.

251 (c)(1) **Duty to Negotiate.** - The duty to **negotiate in good faith** in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection. The requesting telecommunications carrier also has the duty to negotiate in good faith the terms and conditions of such agreements.

MediaOne has no comment on this item.

- 251 (c)(2) **Interconnection**---The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network--
- (A) for the transmission and routing of telephone exchange service and exchange access;
 - (B) **at any technically feasible point within the carrier's network; that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and**
 - (D) **on rates, terms, and conditions that are just, reasonable, and nondiscriminatory,** in accordance with the terms and conditions of the agreement and the requirements of this section and section 252.

Interconnection between MediaOne and BellSouth is accomplished by a number of trunks between BellSouth and MediaOne's switch⁸. On numerous instances, MediaOne has suffered blockage of calls from BellSouth's network to MediaOne's switch using these trunks. MediaOne has lost customers because of this blocking.⁹ Further, BellSouth agreed to a three phase plan to prevent blocking of calls to MediaOne which consisted of installing specified numbers of trunks by certain due dates. As of May 1998, BellSouth has been able to install only a fraction of the trunks agreed to. BellSouth has been unable to provide any satisfactory explanation for the delay or firm alternate dates when the trunks may be available. These types of disruptions, and BellSouth's continuing inability to ensure resolution, constitute a practical barrier to successful entry for nascent, facilities-based carriers such as MediaOne. Accordingly, the Commission should not adopt BellSouth's SGAT until these service quality problems are resolved.

⁸ Appendix A, Armitage letter, May 1, 1998; *see also*, Armitage letter, January 13, 1998.

⁹ Appendix A, Armitage letter, May 1, 1998.

251 (c)(3) **Unbundled Access.**---The duty to provide, to any requesting telecommunications carrier for the provision of a telecommunications service, **nondiscriminatory access to network elements on an unbundled basis** at any technically feasible point on **rates, terms, and conditions that are just, reasonable, and nondiscriminatory** in accordance with the terms and conditions of the agreement and the requirements of this section and section 252. An incumbent local exchange carrier shall provide such unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service.

MediaOne purchases unbundled network elements from BellSouth including RCF and T-1 tail circuits (4-wire DS-1 unbundled loops). Further, MediaOne is dependent on unbundled access to BellSouth's OSS systems for various functions as recognized by the FCC including preordering, ordering, provisioning, maintenance and repair and billing. As more fully discussed below, and in the correspondence in Appendix A attached hereto, MediaOne has suffered quality of service problems in relation to unbundled elements purchased from BellSouth which effects its ability to serve the customers. MediaOne therefore recommends that the Commission should reject BellSouth's revised SGAT because of BellSouth's failure to provide unbundled elements at a quality of service necessary for the CLECs to compete.

Prior to the availability of 4-wire DS-1 loops as an unbundled network element, MediaOne purchased T-1 circuits from BellSouth under an FCC tariff. On April 7, 1997, MediaOne and BellSouth executed an amendment to their Interconnection Agreement that provided for 4-wire DS-1 loops. 4-wire DS-1 loops under the amended Interconnection Agreement are much less expensive than under the FCC tariff. Accordingly, MediaOne has undertaken to convert its T-1 circuits to 4-wire DS-1 loops; however, BellSouth's procedure for processing of MediaOne's orders to convert these circuits has resulted in extreme customer